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THE NEW YORK STATUTORY PROVISIONS FOR CRIMINAL APPEALS. — In giving the opinion of the New York Court of Appeals, that the jury below were not only justified in finding, but forced by the evidence to find, the prisoner guilty of murder, Chief Justice Ruger frees his mind of its load of disgust with the Statute of 1887, which allows appeals in capital cases directly from the trial to the Court of Appeals, at the expense of the county, without reference to whether errors were committed at the trial or not. The statute simply invites the criminal to take a delay of many months, without reason, as without risk or expense, to see if the upper court can find any ground, not perceptible to counsel on either side, upon which to base a reversal of the jury's finding on questions of fact. The Court of Appeals may chafe at the absurdity, but the only course open to it is to waste its time and wonder at the weirdness of the New York law. Mercy is well, but the community has rights.

## RECENT CASES.

[These cases are selected from the current English and American decisions not yet regularly reported, for the purpose of giving the latest and most progressive work of the court. No pains are spared in selecting *all* the cases, comparatively few in number, which disclose the general progress and tendencies of the law. When such cases are particularly suggestive, comments and references are added, if practicable.]

AGENCY — MASTER AND SERVANT — DEFECTIVE APPLIANCES. — It is not incumbent on a master who has caused a scaffold to be erected on which planks, suitable in quantity and quality, are laid to walk upon in the customary manner, without being fastened, to see to it that these planks are adjusted and in proper place at all times. The adjustment of such planks is incident to the service required of a servant who uses the same. *Jennings v. Iron Bay Co.*, 49 N. W. Rep. 685 (Minn.).

AGENCY — MASTER AND SERVANT — DUTY TO PROVIDE SUITABLE APPLIANCES. — The plaintiff was employed in the defendant's oil-mill. It was the duty of another servant to supply him, while working, with bags free from holes. The plaintiff was injured in consequence of receiving a defective bag. *Held*, that although the defendant had employed a person for the express purpose of repairing the bags, he is liable to the plaintiff for damages for an injury caused by the negligent performance of this work. *Bowen v. Carolina, C. G. & C. R. Co.*, 13 S. E. Rep. 419 (S. C.).

BILLS AND NOTES — ANOMALOUS INDORSEMENTS. — Where a party indorses a note before the payee of the note, such an indorsement has the effect of an ordinary indorsement, and the indorser is liable to the payee and subsequent holders, in the order in which he stands upon the note. *Spencer v. Allerton*, 22 Atl. Rep. 778 (Conn.).

Although based upon the construction of a statute, this case is interesting as putting aside the former Connecticut doctrine that such an indorser was a mere guarantor, and bringing the law of that State into harmony with the law merchant.

BILLS AND NOTES — ANOMALOUS INDORSEMENT. — *Held*, that the Illinois Supreme Court is fully committed to the doctrine that when a third party writes his name across the back of a promissory note, the presumption from the indorsement is that he assumed the liability of guarantor; yet parol evidence may be produced to prove what liability was in fact assumed. *Kingsland v. Koeppe*, 28 N. E. Rep. 48 (Ill.).

BILLS AND NOTES — CONDITIONAL PAYMENT. — The acceptance of a note "for," or "on account of," or "in payment of" an existing debt, in the absence of an express agreement or understanding that it is taken in satisfaction or discharge of the debt, is to be understood and interpreted as a conditional payment only. *Combination Steel and Iron Co. v. St. Paul City Ry. Co.*, 49 N. W. Rep. 744 (Minn.).